



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"Enriching Lives"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **AS-0**
74162
Amendment 1

December 4, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

TOTALLY AGAINST GRAFFITI (TAG) CAMPAIGN
ALL SUPERVISORIAL DISTRICTS
3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that KCBS FM Marketing TAG Campaign's "The Difference Between Art and Graffiti Contest" meets social needs of the County.
2. Approve the enclosed amendment to Contract No. 74162, entitled "Totally Against Graffiti TAG Campaign" with KCBS FM Marketing, a division of Infinity Broadcasting/Viacom, to allow the County's Graffiti Abatement Program to participate in the KCBS FM Marketing TAG Campaign's "The Difference Between Art and Graffiti Contest."
3. Delegate authority to the Director of Public Works to execute the amendment.
4. Authorize Public Works to encumber an additional amount not to exceed \$98,350 increasing the contract's annual not-to-exceed amount from \$492,000 to \$590,350. Funds are available in Public Works' 2003-04 Graffiti Abatement Program General Fund, Flood Control District Fund, and Road Fund.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On October 1, 2002, Synopsis 47, your Board awarded Contract No. 74162, for a one year period with two 1-year renewal options. This contract allows the County's Graffiti Abatement Program to participate in the KCBS FM Marketing TAG Campaign. The purpose of this requested action is to amend this contract to include a unique approach to promote self expression while educating youths about the differences between graffiti and art.

The County's participation is designed around a contest encouraging community participation. Contestants will have the opportunity to submit their idea. The winning artwork will be displayed in April 2004 on an actual race car at the California Speedway.

This amendment with KCBS FM Marketing will assist the County in reaching the public while promoting free expression through art as opposed to graffiti. The educational message enhances the County's image, as a leader in the anti-graffiti education area, and highlights how the County is contributing to the quality of life of residents in Southern California.

Implementation of Strategic Plan Goals

This program will satisfy the County Strategic Plan Goal 5 which aims at improving Children and Families' Well-Being. This educational program will affect the well being of all living in the affected areas. Prevention and timely removal of graffiti addresses urban blight to enhance attractiveness of neighborhoods for residents and businesses which will improve the quality of life in the County.

FISCAL IMPACT/FINANCING

The total annual amount for this amendment is not to exceed \$98,350 increasing the contract's annual not-to-exceed amount from \$492,000 to \$590,350. Funds are available in Public Works' 2003-04 Graffiti Abatement Program General Fund (\$30,000), Flood Control District Fund (\$30, 000), and Road Fund (\$38,350). Funds to finance the additional years will be available through Public Works' annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This amendment for the TAG Campaign is authorized under Government Code Section 26227 which requires the Director to find that this educational program meets social needs of the County. Prior to execution by the Board, the enclosed amendment, which

The Honorable Board of Supervisors
December 4, 2003
Page 3

describes the expanded services and modifies KCBS FM Marketing's compensation, will be signed by KCBS FM Marketing and reviewed as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this amendment will not result in the displacement of any County employees.

CONCLUSION

One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

VJH:co
P:\aspub\Recycle\VALERIE\NASCAR.BLTR.FINAL.doc

Enc.

cc: Chief Administrative Office
County Counsel

AMENDMENT 1 TO CONTRACT NO. 74162

THIS AMENDMENT, made and entered into this _____ day of _____, 2003, between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic, hereinafter referred to as "COUNTY," and KCBS FM Marketing, a division of Infinity Broadcasting/Viacom, hereinafter referred to as "KCBS FM" for the County's participation and sponsorship in KCBS FM's "The Difference Between Art and Graffiti Contest."

WITNESSETH

WHEREAS, On September 28, 1993, under the leadership and direction of the Board of Supervisors of said County, the County of Los Angeles Department of Public Works was instructed to implement a Countywide zero tolerance anti-graffiti effort. The plan is broad-based, inter-jurisdictional effort to combat serious blight on urban landscape, and includes physical clean up efforts, legislative strategies, law enforcement and judicial intervention, a proactive public information campaign, as well as focused diversion and prevention efforts; and

WHEREAS, KCBS FM has developed and successfully executed the Totally Against Graffiti Campaign (TAG). The TAG Campaign is designed as an integrated educational and community outreach program in the unincorporated areas in the County; and

WHEREAS, KCBS FM in collaboration with corporate sponsors, has developed a highly publicized and powerful education and reward program at the school level that motivates students and the community to work together to fight the occurrence of graffiti; and

WHEREAS, KCBS FM is the key component in bringing all the elements together to execute the TAG Campaign, address the Graffiti Abatement directives of the County, tie in the community and properly target the youth culture (our target market) to make a difference in the fight against graffiti; and

WHEREAS, KCBS FM has conducted research that uncovered important facts valuable to the County launching a program targeting the youth culture. This research helps the County efficiently meet their Graffiti Abatement directives; and

WHEREAS, the County has previously contributed funds to the TAG Campaign to assist the County in meeting the social needs of its residents by taking a leadership role in the TAG Program; and

WHEREAS, the TAG Campaign has brought award winning recognition to the County by the National Association of Counties, California State Association of

Counties, and Los Angeles County Productivity Commission 17th Annual Quality Awards Program; and

WHEREAS, KCBS FM has developed “The Difference Between Art and Graffiti Contest” under the TAG Campaign; and

WHEREAS, the County wishes to participate in “The Difference Between Art and Graffiti Contest.”

NOW, THEREFORE, in consideration of the mutual benefits to be derived by KCBS FM and County and of the promises herein contained, it is hereby agreed as follows:

(1) KCBS FM AGREES TO:

- a. Coordinate all the elements of the “The Difference Between Art and Graffiti Contest.”
- b. Provide creative development and production which includes program logo, color scheme, slogan, tagline, contest theme, TAG RV Wrap artwork, website launch, and radio commercials.
- c. Provide an experience management team, with expertise in implementing a program of this size, to manage all the details of “The Difference Between Art and Graffiti Contest.”
- d. Secure partner relationships with various private corporations and County Departments which could include but limited to Los Angeles County Department of Education, Los Angeles County Department of Parks & Recreation, Los Angeles County Library, and Los Angeles County Arts Commission.
- e. Provide a detailed media plan and “added value” opportunities with media partners.

(2) COUNTY AGREES TO:

Make the following contributions to KCBS FM upon KCBS FM providing the County the following organization and general management related milestones:

- a. Samples of program logo, color scheme, slogan, tagline, contest theme, TAG RV Wrap artwork, website artwork, and radio commercials--County contribution not to exceed \$58,750.

- b. A detailed contest rules and regulations, signed contract agreement with corporate sponsors, signed NASCAR driver promotional agreement, and agreements with County Departmental sponsors and list of prizes secured--County contribution not to exceed \$10,000.
- c. Final recap of entire program partner secured, use of logos results of contest recap of press exposure and media recap--County contribution not to exceed \$10,000.
- d. A detailed press release schedule and media plan--County contribution not to exceed \$19,600.

(3) COUNTY AND KCBS FM MUTUALLY AGREE AS FOLLOWS

- a. All "The Difference Between Art and Graffiti Contest" materials which include the use of the names and/or emblems of KCBS FM and County shall be reviewed and approved by the parties in writing in advance of publication. All use of the names and/or emblems shall be consistent with the graphic standards of the respective parties.
- b. County's total obligation under the terms of this Amendment shall not exceed \$98,350 annually and for each subsequent year as per original agreement, if funding is available.
- c. All contract terms, conditions, and pricing of the original contract remain unchanged.

//

//

//

//

//

//

//

//

//

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed, and KCBS FM Marketing has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

KCBS FM MARKETING, A
DIVISION OF INFINITY
BROADCASTING/VIACOM

By _____
Trip Reeb, Vice President
and General Manager

P:\aspub\Recycle\VALERIE\NASCAR.agr.doc